## REVENUE SECRETARIAT

Dated 31st March 19 9.

**No. L.B. 8568—A.D C. 18-48-7,** Under Section 48 of the Mysore Land Acquisition Act, 189', as amended from time to time, Government are pleased to withdraw from Acquisition, an extent of 3 guntas of land in survey No 1—4 and 0 3 guntas of land in Survey No. 1—5 of Bevoor Village, Channapatna Taluk, Bangalore Rural District, sanctioned in Government Order No. 4725-3—V.P. 1-47-145, dated 2'th March 1948, for laying out an Adikarnataka Extension, as the said properties are not required for the purpose ori inally inten led.

10318

Dated 31st March 1949.

**No. L.B. 8651—V.P. 10-48-22.** In exercise of the powers vested in them under Section 48 of the Mysore Land Acquisition Act, 1894, as amended from time to time, the Government of His Highness the Maharaja of Mysore, are pleased to withdraw from acquisition of 9 acres and 4 guntas of land comprised in Survey Nos. 48, 54—5 and 56—3 of Madhavanahalli Village, Krishnarajanagar Taluk, Mysore District, required for a burial ground for the Muslims of Krishnarajanagar, the preliminary notifications of which, were published in No. L.B. 300—V. P. 2-47-29, dated 4th October 1947, as the said land is not required for the purpose.

10398

Dated 31-t March 1949.

**No. L.B. 8653 —V. P. 10-48-24.** In exercise of the powers vested in them under Section 48 of the Mysore Land Acquisition Act 1894, as amended from time to time, the Government of His Highness the Maharaja of Mysore are pleased to withdraw from acquisition of 2 guntas of land in Survey No. 67—3 (a) out of 13 guntas of land in Survey Nos. 63, 67 —3 and 67 3 (a) of Kyathasandra Village, Tumkur Taluk, Tumkur District, sanctioned in Government Order No. L 207-11—L. B. 54-45-21, dated 4th July 1946, as the said land is not requ red for the purpose originally intended.

10399

Dated 31st March 1949.

**No. L.B 8655—A.D.C. 18-48-9.** In exercise of the powers vested in them under Section 48 of the Mysore Land Acquisition Act, 1894, as amended from time to time, the Government of His Highness the Maharaja of Mysore are pleased to withdraw from acquisition, an extent of 2 acres and 6 guntas of land in Survey No. 40—3 of Hongahalli Village, Kasaba Hobli, Gundlupet Taluk, Mysore District, sanctioned in Government Order No. R. 313-47—L R. 34-46-233, dated 8th July 1947, for the formation of an Adikarnataka extension, as the said property is not required for the purpose originally inten ed.

10397 SYED ABDUL ALEEM, *Rev. Secy.*

## GENERAL SECRETARIAT

Notification dated 4th April 1949.

**No. S. R. 5066—L. W. 27-48-26.** Under Section 12 (4) of the Mysore Labour Act, XIII of 1942 the Government of His Highness the Maharaja of Mysore are pleased to publish for general information the accompanying report of the Chief Conciliator in Mysore, Bangalore, in respect of the failure of Conciliation Proceedings in the dispute between the Mangement of the Sri Krishnarajendra Mills, Ltd , Mysore, and the Labour Association thereof in regard to a notice of change given by the General Manager of the said Mills on 12th January 1949.

10438 MIR SAFDAR HUSSAIN, *Gl. Secy.*

## OFFICE OF THE CHIEF CONCILIATOR AND EXCISE COMMISSIONER IN MYSORE.

*No. C. C.* 19—48 *Bangalore, dated the 26th March* 1949.

To

The Secretary to the Government of
H. H. The Maharaja of Mysore,
General Department, Bangalore.

Sir,

*Subject.*—Notice of Change given by the Management of the Sri Krishnarajendra Mills, Mysore, re: payment of Dearness Allowance for absence of 3 days less than the scheduled number of working days.

This is a report made under Section 12 (4) of the Mysore Labour Act, 1942. The parties to the dispute are Sri Krishnarajendra Mills, Ltd., Mysore, and the Sri Krishnarajendra Mills Labour Association.

2 On the 12th January 1949 the General Manager of the above Mills gave the following notice of change in accordance with the provisions of Sub-section (1) of Section 10 of the Act.—

> "Being satisfied that it has to a large extent contributed to the increased l bour absenteeism in general and even among the workers who were more regular before, which is sufficient reason for the withdrawal of the concession of paying f ll Dearness Allowance for a month to all workers who absent themselves for three and less than three working days out o the scheduled number of working days in a month, the Manage ent desires to withdraw the concession with effect from 1st February 1949 from which date workers will be eligible to full dearness allowance for the month only if they are present for work on all the scheduled number of working days in the month and dearness allowance will be ut proportio ately to absence as was being done p ior to August 1946 from which month the concession u der reference came into effect by virtue of Agreement dated 20th August 1946."

The main clause in the agreement referred to above, was to the effect that the Labourers who attended the Mills for three days less than the scheduled number of working days in a month, would be entitled to be paid the full Dearness Allowance for the month. It is this clause in the agreement which the Management desire to modify in the Notice of Change. They wish to go back to the old arrangement under which Dearness Allowance would be deducted for the days of the absence in each month.

3 The Assistant Commissioner of Labour, Mysore Division, who intervened in the dispute was unable to bring about a settlement. He therefore reported failure of the negotiations to the Labour Commissioner in Mysore who in his turn asked me in his letter No. D. 22 2—489 dated 1st February 1949 to initiate conciliation proceedings under Section 10 (3) of the Act.

4 The conciliation proceedings were held at Mysore on Wednesday, 23rd March 1949 in the Deputy Commissioner's Office, Mysore. The Management was represented by the General Manager, while the Labour Association was represented by the President and the Secretary.

5 The General Manager stated the case for the Mills. When the agreement of August 1946 was concluded, absentiasm among the workers was abnormal. It was expected that as a result of the concession granted under the agreement the attendance in the Mills would materially improve. But experience subsequent to the agreement has shown that instead of getting better, the situation had become definitely worse. Prior to the agreement, 30 per cent of the workers were putting in full attendance. Now the number of persons who do not absent themselves on any working day is only 15 per cent. The percentage of workers absenting themselves for 3 days and less in a month has risen from 39 prior to the agreement to 62 now. It is only in the case of workers absenting themselves for more than 3 days that there has been a reduction from 7 to 3 per cent. These figures exclude privilege leave with pay but include authorised absence. In the circumstances, the Management feels that the agreement has failed in its main purpose. They have accordingly decided to terminate the agreement.

6 The Assistant Commissioner of Labour who was present at the time of the proceedings pointed out that according to the monthly reports furnished by the Management to the Labour Department, there has been an improvement in the matter of attendance since the date of the agreement. The average percentage of absentiasm which was about 20 prior to the agreement is now about 16. The President of the Association argued that this fact clearly indicated that the production in the Mills could not have undergone any deterioration since the date of agreement. He maintained that the agreement was working smoothly and that the Management had produced no evidence to prove that there was any fall in the out-put since the date of the agreement. I asked the Management whether they were in a position to prove that the percentage of man-hour lost in the period subsequent to the agreement was appreciably less than that in an equal period just prior to the agreement. The General Manager admitted that he had not collected the necessary statistics to prove one way or the other. I suggested that as there were disagreements between the parties on many questions of fact, it was desirable that they should meet and thrash out the differences and that the conciliation proceedings might be resumed a week later. But the General Manager stated that any further negotiation with the Labour Association would serve no useful purpose since the Management had decided to go back to the old arrangement irrespective of the result of the investigation on the question of man-hours lost. The representatives of Labour were